

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



## TRAVEL & SUBSISTENCE PROVISION

FOR

LIGHT FIXTURE MAINTENANCE

IN

ALAMEDA, ALPINE, AMADOR, CALAVERAS, COLUSA, CONTRA  
COSTA, EL DORADO, NAPA, NEVADA, PLACER, SACRAMENTO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SIERRA, SOLANO, SUTTER, YOLO, AND YUBA COUNTIES

61 X-6

# **FIXTURE MAINTENANCE**

## **AGREEMENT**

**RECEIVED**  
Department of Industrial Relations

**APR 03 1998**  
Div. of Labor Statistics & Research  
Chief's Office

**JULY 1, 1995 TO JUNE 30, 1998**

**MASTHEAD**

This Agreement is entered into this 1st day of July, 1995, by and between the International Brotherhood of Electrical Workers Local Unions Nos. 6, 180, 302, 332, 340, 595, and 617 hereinafter called the "UNION" and the signatory Chapters of the National Electrical Contractors Association on behalf of their members who employ workmen under the terms and conditions contained herein and had signed a Letter of Assent to be bound hereunder for the period set forth below and any individual employer who by signing a similar Letter of Assent to be bound hereunder for the period set forth below hereinafter called the "EMPLOYER". The conditions herein shall be binding on the Union Signatory Chapters of the N.E.C.A. and each individual Employer party hereto or their lessee, successors or assigns for the full term hereof.

**GENERAL PURPOSE**

The general purpose of this agreement is to set forth the hours of work, rates of pay, and general conditions of employment of employees of the Employer represented by the Union, which are to be observed; and to provide orderly and harmonious procedures between the parties; and to secure proper and fair disposition of grievances. It is the further purpose of this agreement to prevent interruption of work and promote the efficient operation of the business.

**SCOPE OF WORK**

The scope and classification of work to be performed by employees covered by this agreement shall include: the cleaning of all types of lighting fixtures, replacement of lamps, tubes, starters, lens, cleaning of luminous ceilings and all types of diffused area and ceiling lighting; the installation of reflectors and approved pre-manufactured fixture harnesses containing only secondary ballast wiring between luminaries. Lighting ballasts may be changed under the provision provided in Article VII, Section 8 and 9 of this agreement.

This agreement does not include the installation or removal of lighting fixtures or any other work that would infringe on the scope of work already established through agreements with any I.B.E.W. Local Union in any branch of the trade.

**ARTICLE I**

Effective Date - Changes - Term of Agreement

**Effective Date**

**Section 1**

The Agreement shall remain in full force and effect from the 1st day of July, 1995, to and including the 30th day of June, 1998, unless otherwise extended, as herein provided, however, this Agreement shall automatically be extended from year to year, thereafter, unless either party, at least sixty (60) days prior to the annual expiration date, gives notice in writing to the other party of its desire to terminate, or change the Agreement, accompanied by a statement of changes, if any, desired. Notice given by one party shall render notice by the other party unnecessary. When such changes are being discussed, the entire agreement, or any part thereof, is subject to negotiation and modification. However, changes may be made at any time by mutual consent, but only in writing duly executed by the parties hereto.

**Fixture Maintenance Agreement**  
**IBEW & NECA**

Subsection (b) On any job where a serviceman is in charge of two (2) servicemen, the Employer shall designate one of the servicemen as a leadman, and he shall be paid one dollar (\$1.00) per hour above his normal rate or the rate of the highest paid serviceman on the crew, whichever is higher.

**Travel**

**Section 7**

All travel time shall be paid for at the applicable rate.

Subsection (a) When an employee is asked to report to a new job site, he/she will be paid the following travel expenses:

0-25 air miles - .0¢

25-45 air miles - \$6.00 per day

45-60 air miles - \$12.00 per day

60 or over - \$22.00 per day

When an employee is reassigned and required to provide his own transportation, he/she will be reimbursed for the cost of that transportation or paid for mileage at the rate set by the Internal Revenue Service.

The employee shall reconcile the advances against actual expenses and shall return any overages to the Employer, and the Employer shall reimburse the employee for any moneys owed the employee.

Subsection (b) On all jobs requiring the employee to remain away from home overnight, the employer shall provide for all expenses actually incurred for board, lodging, and other necessary expenses, and shall advance the employee a minimum of sixty dollars (\$60) per day. The employee shall reconcile the advances against actual expenses and shall return any overages to the employer, and the employer shall reimburse the employee for any moneys owed the employee. Travel pay is due when an employee is reassigned during the shift from the place to which he/she reported.

Subsection (c) If a worker is hired in the geographic area of a principal office, miles will be computed per the current agreement from the principle office. B) If a worker is hired in a jurisdiction where the contractor does not have his principal office, mileage will be computed from the IBEW local office having local jurisdiction.

**Dues Deduction Authorization**

The employer shall provide for employee dues deduction through the payroll transmittal.